

UNITED STATES DISTRICT COURT - SOUTHERN DISTRICT OF NEW YORK

MACROVISION CORPORATION, a
Delaware Corporation,,

Plaintiff,

-against-

SIMA PRODUCTS CORPORATION, a
Illinois corporation, and INTERBURN
ENTERPRISES, INC., a Nevada Corporation
Defendants.

Civil Action No. 05-CV-5587 (RO)

STIPULATED JUDGMENT

AND PERMANENT INJUNCTION

IT IS HEREBY STIPULATED by and among Plaintiff Macrovision Corporation ("Macrovision") and Defendant Sima Products Corporation ("Sima") that this action and all issues raised by the Complaint in United States District Court for the Southern District of New York, Civil Action No. 05-CV-5587 (RO), and the appeal of the preliminary injunction thereof to the United States Court of Appeal for the Federal Circuit, Docket No. 2006-1441 shall be resolved in accordance with this stipulation pursuant to Federal Rules of Civil Procedure 41(a) and 54(b). The parties further stipulate that such resolution shall occur without the taking of proof and without the trial and adjudication of any fact or law herein, and that the proposed Stipulated Judgment and Permanent Injunction be signed by this Court and entered as the Judgment in the above-entitled matter.

1. Plaintiff Macrovision is the owner of all right, title, and interest in and to

U.S. Patent No. 4,695,901 entitled “Method and apparatus for removing pseudo-sync and/or agc pulses from a video signal” (hereafter the “‘901 Patent”) which was duly and validly issued by the U.S. Patent and Trademark Office on September 22, 1987 and U.S. Patent No. 6,516,132, entitled “Method and apparatus for improving the effects of color burst modifications to a video signal” (hereafter the “‘132 Patent”) which was duly and validly issued by the U.S. Patent and Trademark Office on February 4, 2003.

2. The ‘132 Patent is valid and enforceable. The ‘901 Patent was valid and enforceable during the pertinent time period.

3. Sima’s products, including but not limited to, those Sima products designated CT-1, CT-Q1, CT-100, CT-2, CT-200, SCC, SCC-2, and SFX-9 (collectively “Accused Products”), infringe the ‘901 Patent and the ‘132 Patent.

4. In addition, Macrovision contends that the Accused Products violate the Digital Millenium Copyright Act, 17 U.S.C. §§ 1201 *et seq.* (the “DMCA”), including, but not limited to, 17 U.S.C. § 1201(b).

5. Defendant Sima, and their assigns, successors, directors, officers, agents, servants, employees, and those in active concert or participation with them, are hereby permanently enjoined and restrained from manufacturing, selling, offering to sell, distributing, importing, exporting, activating, using, marketing, marketing any product for use with, authorizing the use of, linking to, providing or otherwise trafficking in, or aiding or abetting in the trafficking in, whether in the United States or abroad, the following:

- a. Software or hardware that can be used, without modification, to copy Macrovision-protected content, including, but not limited to, the Accused Products or parts thereof, or
- b. Software or hardware that can be used, without modification, to circumvent copy protection methods and/or apparatus provided by Macrovision.
- c. Software or hardware that can be used to modify the products described in section 5 (a) and (b) for the purpose of (i) copying Macrovision-protected content, including, but not limited to, the Accused Products or parts thereof, or (ii) circumventing copy protection methods and/or apparatus provided by Macrovision.

6. Sima, its officers, agents, servants, employees, and those in active concert or participation with them, are hereby enjoined from directly infringing, contributorily infringing, and actively inducing others to infringe the '132 Patent.

7. Sima, its officers, agents, servants, employees, and those in active concert or participation with them, are hereby enjoined from knowingly aiding or assisting customers in using the products identified in sections 3 and 5 above to circumvent Macrovision copy protection or infringe copyrights.

8. Sima shall not challenge, contest, or raise as a defense, and will be precluded from challenging, contesting, or raising as a defense, the validity and/or enforceability of the '901 Patent and/or the '132 Patent in any future proceeding relating

to compliance with this Stipulated Judgment and Permanent Injunction or a breach of thereof.

9. Sima shall not challenge or contest, and will be precluded from (i) challenging or contesting, the constitutionality of the DMCA in any future proceeding relating to compliance with this Stipulated Judgment and Permanent Injunction or a breach of thereof, and (ii) raising any defenses to, or otherwise contesting against, the DMCA claim made by Macrovision in this matter in any future proceeding relating to compliance with this Stipulated Judgment and Permanent Injunction or a breach of thereof.

10. Judgment shall be entered in favor of Macrovision and against Sima in this matter. This Stipulated Judgment and Permanent Injunction resolves all claims that were alleged or could have been alleged in the Complaint, and which are factually related to the allegations in the Complaint.

11. Sima waives any and all right to appeal this Stipulated Judgment and Permanent Injunction.

12. Each party hereto shall bear its/his own costs, attorney's fees and expenses incurred in connection with this matter and in negotiating, drafting and executing this Stipulated Judgment and Permanent Injunction.

13. The parties hereby stipulated to a judgment against Sima in favor of Macrovision in the amount of eight hundred thousand dollars (\$800,000). The circumstances under which Macrovision may enforce and collect upon such judgment are

set forth in the parties' Settlement Agreement.

14. Sima hereby waives all rights to contest jurisdiction or venue, to demand trial and trial by jury, to have any judgment entered pursuant hereto vacated, set aside, reconsidered or modified, to appeal from this Stipulated Judgment and Permanent Injunction, or otherwise to seek appellate or collateral review thereof.

15. This Stipulated Judgment and Permanent Injunction shall be binding upon and inure to the benefit of the parties hereto and all their successors and assigns, officers, directors shareholders, agents, affiliates and all other related entities.

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16. This Stipulated Judgment and Permanent Injunction shall take effect immediately upon entry thereof. This Court shall retain jurisdiction to adjudicate any disputes relating to this Stipulated Judgment and Permanent Injunction and compliance with the same. In connection with its adjudication of any disputes relating to this Stipulated Judgment and Permanent Injunction and compliance with same, this Court shall retain jurisdiction of the subject matter and the parties hereto.

DATED: February 5, 2007

MANATT, PHELPS & PHILLIPS, LLP

By: 

Ronald S. Katz
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Attorneys for Plaintiff Macrovision Corporation

DATED: February __, 2007

UNGARETTI & HARRIS, LLP

By:

Ross Kimbarovsky
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Chicago, Illinois 60602
Tel: (312) 977-4400
Fax: (312) 977-4405

Attorneys for Defendant Sima Products Corporation

SO ORDERED

Dated: 2/21/7



HON. RICHARD OWEN
UNITED STATES DISTRICT JUDGE

16. This Stipulated Judgment and Permanent Injunction shall take effect immediately upon entry thereof. This Court shall retain jurisdiction to adjudicate any disputes relating to this Stipulated Judgment and Permanent Injunction and compliance with the same. In connection with its adjudication of any disputes relating to this Stipulated Judgment and Permanent Injunction and compliance with same, this Court shall retain jurisdiction of the subject matter and the parties hereto.

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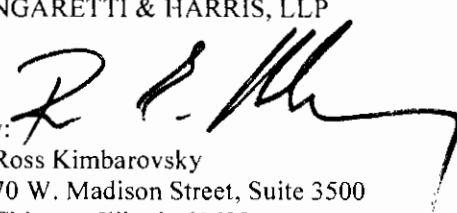
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UNITED STATES DISTRICT JUDGE